



## LEGAL NOTICES

## RESOLUTION NO. 1983-14

BE IT RESOLVED by the Mayor and City Council (herein together called "the Governing Body") of the CITY OF ELBA, ALABAMA (herein called "the Section 1. The Governing Body, Municipal hereby finds, declares and determines that there has been filed with it a certified copy of a resolution adopted by the Board of Directors of the Southeast Alabama Gas District, a public corporation, requesting the consent of the Governing Body to a proposal that Paragraph Section 1 of the said District's Certificate of Incorporation, as heretofore amended, be amended to read as follows:

**Annual Distribution.** The Annual Net Distributable Income of the Gas District for each fiscal year (commencing with the fiscal year ending March 31, 1984) shall be three (3) months after the close of such fiscal year, be paid, distributed and divided among the Eligible Member Municipalities to which it may be paid to each Eligible Member Municipality an amount bearing the same ratio to the Annual Net Distributable Income as the number of units of gas supplied to Gas Customers in the Service Area of such Eligible Member Municipality during such fiscal year bears to the total number of units of gas billed to Gas Customers in the Service Areas of all the Eligible Member Municipalities during such fiscal year; provided,

(a) there shall be credited on and deducted from any amount that may be payable to any such Eligible Member Municipality hereunder with respect to the first three (3) months of each fiscal year the aggregate amount of all license, privilege, gas receipts or other similar taxes paid to such Eligible Member Municipality by the Gas District during such fiscal year plus the amount of any such taxes so paid to such Eligible Member Municipality during any such period specified above, but not therefore credited on and deducted from any such payment, and

(b) there shall be credited on and deducted from an amount that may be payable to such Eligible Member Municipality, the amount at the time within the corporate limits of such Municipality provided, however, that no amount in any such amount shall be deducted from the amount made after December 1, 1983, shall be effective for purposes of this Paragraph 9, unless it is paid to the General Manager of the Gas District has been notified in writing of such change and has been furnished an adequate description of the area within the corporate limits of such Municipality.

**"Troy Lease"** means that certain lease between the Gas District and the said City of Troy, whereby said city leased its gas system to the Gas District.

**Section 2. The Governing Body of the Municipality hereby consents to the operation of the Corporation of the City of Elba, Alabama.** The Gas District proposed and set forth in the preceding Section 1 of this resolution shall be published one time in *The Elba Clipper*, a newspaper published and having general circulation in the Municipality, by the City Clerk, is hereby authorized and directed to cause such publication to be so effected.

**ADOPTED** this 14th day of November, 1983.

/s/ BOB M. ENGLISH  
Mayor  
Authenticated:

/s/ JACK PRESCOTT  
City Clerk  
11-3-83

**LEGAL NOTICE**

Pursuant to the provisions of Act #108, approved July 3, 1957, and Act #79-331, the Alabama Peanut Producers Association, incorporated by the Secretary of Agriculture and Industries as the authorized organization to conduct a referendum among the members of the State of Alabama composed of Barbour, Butler, Coffee, Conecuh, Covington,

and

(i) the net income of the Gas District, computed in accordance with generally accepted accounting principles, plus

(ii) depreciation and amortization,

exceeds the sum of

(A) the amounts required for the payment of principal and interest on its bonds and all other sums required to be paid into special funds or otherwise designated by the terms of the trust, security indentures or bond resolutions under and pursuant to which such bonds were issued (to the extent that such sums were deducted in computing net income);

(B) all sums expended

during such fiscal year for capital additions and improvements or for retirement of debt not previously funded and paid with internally generated funds from operations (excluding, however, any sum expended for either of such funds referred to in the preceding clause (A))

(C) the Required Operating Reserve (less any amount therein at the end of such fiscal year and not theretofore committed or expended) to the production of peanuts for the year 1983 shall be eligible to vote.

The president of the County Farm Bureau has directed three (3) peanut producers to conduct the referendum and certify the results of same with respect to the gas distribution system, herein referred to as the last day of November, 1983.

(D) The Required Capital Reserve (less any amount therein at the end of such fiscal year and not theretofore committed or expended) to the production of peanuts for the year 1983 shall be eligible to vote.

The County Farm Bureau has directed three (3) peanut producers to conduct the referendum and certify the results of same in each county.

That the polling places are as designated by the County Peanut Referendum Committee.

**Halfway between ASCS Office & County Extension Office, New Brockton, Alabama.**

The amount of the assessment upon which the production of peanuts will be at the rate of ten cents (\$10.00) per one-hundred pounds of peanuts sold.

That in the event the production of peanuts is carried by two-thirds (2/3) of the voting, then the assessment will be collected upon an order of the Commissioner of Agriculture and Industries to all persons, firms and corporations engaged in the business of purchasing peanuts in this state which shall be an amount equal to 4% of the production of peanuts for the preceding fiscal year (as shown in the audit report for such fiscal year) or such greater amount as shall be determined by the Board of Directors of the Gas District.

**Required Capital Reserve** means a reasonable reserve for future extensions and improvements which shall be an amount equal to 4% of the production of peanuts for the preceding fiscal year (as shown in the audit report for such fiscal year) or such greater amount as shall be determined by the Board of Directors of the Gas District.

**Required Capital Reserve** means an amount equal to 4% of the production of peanuts for the preceding fiscal year (as shown in the audit report for such fiscal year) or such greater amount as shall be determined by the Board of Directors of the Gas District.

**"Member Municipality"** means a municipality that is a member of the Gas District.

**"Required Capital Reserve"** means a reasonable reserve for future extensions and improvements which shall be an amount equal to 4% of the production of peanuts for the preceding fiscal year (as shown in the audit report for such fiscal year) or such greater amount as shall be determined by the Board of Directors of the Gas District.

**Required Capital Reserve** means an amount equal to 4% of the production of peanuts for the preceding fiscal year (as shown in the audit report for such fiscal year) or such greater amount as shall be determined by the Board of Directors of the Gas District.

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**Annual Distribution.** The Annual Net Distributable Income of the Gas District for each fiscal year (commencing with the fiscal year ending March 31, 1984) shall be three (3) months after the close of such fiscal year, be paid, distributed and divided among the Eligible Member Municipalities to which it may be paid to each Eligible Member Municipality an amount bearing the same ratio to the Annual Net Distributable Income as the number of units of gas supplied to Gas Customers in the Service Area of such Eligible Member Municipality during such fiscal year bears to the total number of units of gas billed to Gas Customers in the Service Areas of all the Eligible Member Municipalities during such fiscal year; provided,

(a) there shall be credited on and deducted from any amount that may be payable to any such Eligible Member Municipality hereunder with respect to the first three (3) months of each fiscal year the aggregate amount of all license, privilege, gas receipts or other similar taxes paid to such Eligible Member Municipality by the Gas District during such fiscal year plus the amount of any such taxes so paid to such Eligible Member Municipality during any such period specified above, but not therefore credited on and deducted from any such payment, and

(b) there shall be credited on and deducted from an amount that may be payable to such Eligible Member Municipality, the amount at the time within the corporate limits of such Eligible Member Municipality provided, however, that no amount in any such amount shall be deducted from the amount made after December 1, 1983, shall be effective for purposes of this Paragraph 9, unless it is determined by the General Manager of the Gas District has been notified in writing of such change and has been furnished an adequate description of the area within the corporate limits of such Eligible Member Municipality.

**"Troy Lease"** means that certain lease between the Gas District and the said City of Troy, whereby said city leased its gas system to the Gas District.

**Section 2. The Governing Body of the Municipality hereby consents to the operation of the Corporation of the City of Elba, Alabama.**

**Section 3. The Governing Body of the Municipality hereby consents to the operation of the Corporation of the City of Elba, Alabama.**

The Board of Directors of the Gas District will, as promptly as practicable after the close of each fiscal year (commencing with the fiscal year ending March 31, 1984) but in any event within three (3) months after the close of such each fiscal year, take such action as necessary to fix and determine the Annual Net Distributable Income for such succeeding fiscal year.

The following words and phrases used in this Paragraph 9, shall have the following respective meanings:

**"Annual Net Distributable Income"**, means, with respect to each fiscal year, the amount by which the sum of

(i) the net income of the Gas District, computed in accordance with generally accepted accounting principles, plus

(ii) depreciation and amortization,

exceeds the sum of

(A) amounts required for the payment of principal and interest on its bonds and all other sums required to be paid into special funds or otherwise designated by the terms of the indentures, indentures of trust, security agreements or bond resolutions under and pursuant to which such bonds were issued (to the extent that such sums were deducted in computing net income);

(B) all sums expended

during such fiscal year for capital additions and improvements or for retirement of debt not previously funded and paid with internally generated funds from operations (excluding, however, any sum expended for either of such funds referred to in the preceding clause (A))

(C) the Required Operating Reserve (less any amount therein at the end of such fiscal year and not theretofore committed or encumbered); plus

(D) the Required Capital Reserve (less any amount therein at the end of such fiscal year and not theretofore committed or encumbered); plus

(E) all persons engaged in the production of peanuts for the year 1983 shall be eligible to vote.

The president of the County Farm Bureau has been requested to conduct the referendum and certify the results of same with respect to the gas distribution system, herein referred to as the last of such fiscal year, or (II) a Member Municipality that exercised its purchase option with respect to the gas distribution system, herein referred to as the last of such fiscal year, or (III) a Member Municipality that has been requested to conduct the referendum and certify the results of same in each county.

That the polling places are as designated by the County Peanut Referendum Committee.

**Halfway between ASCS Office & County Extension Office, New Brockton, Alabama.**

That the amount of the assessment upon which the production of peanuts will be at the rate of ten cents (\$10.00 per one-hundred pounds) payable to the Owner.

That the assessment on the state of said deceased having been granted to the undersigned on the 7th day of November, 1983, in Coffee County, Alabama, and being more particularly described as follows:

Edlow Kelley, Judge of the Probate Court of Coffee County, notice is hereby given that all persons having claim against said estate hereby required to present the same within time allowed by law or the same will be barred.

/s/ Annie Pearl C. Kelley

11-17-83

## IN RE THE MARRIAGE OF: CATHY BERRY, PLAINTIFF,

## JACKIE BERRY, DEFENDANT.

IN THE CIRCUIT COURT OF COFFEE COUNTY, ALABAMA ELBA DIVISION, CIVIL ACTION NO. DR-83-83

## NOTICE OF DIVORCE ACTION

Notice is hereby given that Cathy Berry has filed a Complaint for Divorce in the above named case, dated Jackie Berry, whose whereabouts are unknown, is the plaintiff in the Circuit Court of Coffee County, Alabama, and containing 1.99 acres, more or less.

The same property as that described hereinabove is more particularly described by a survey prepared by Jerry E. Sneed, No. 987 on 11-1-83.

The lands described herein contain in the aggregate, 139 acres, more or less.

The proceeds of said sale will first be applied to the payment of said indebtedness to the United States of America, other charges, and the expenses of sale, as provided in the Real Estate Mortgages to the United States of America.

This 24th day of October, 1983.

JIM ELLIS  
Circuit Clerk  
COFFEE COUNTY, ALABAMA  
11-17-83

## TO: Directors, Officers, Delegates and Members of the Alabama Peanut Producers Association

You are hereby notified that the directors of the Alabama Peanut Producers Association in accordance with Section 1, Article IV, of the by-laws of the Association have scheduled the annual meeting as follows:

TIME: 2:00 p.m., Thursday, December 15, 1983

PLACE: Westgate Memorial Park (Water World gym), Westgate Park-way, Dothan, Alabama

Randall Griggs, Secretary Alabama Peanut Producers Ass'n.

11-10-83

## ADVERTISMENT FOR BIDS

Sold proposals will be received by the Coffee County Board of Education at the office of Johnny Vaughan, Superintendent, until 10:00 a.m. CST, November 15, 1983, for Abester, Abeston, Kinston, Kinston School, Kinston, Alabama, and NEW BROCKTON SCHOOL, NEW BROCKTON, ALABAMA, at the time and place as follows:

SHARON CAULEY MASSEY Plaintiff

VS.

WAYNE MASSEY, Defendant.

IN THE CIRCUIT COURT OF COFFEE COUNTY, ALABAMA ELBA DIVISION, CIVIL ACTION NO. DR-83-98

Notice is hereby given that Sharon Cauley Massey has filed a complaint for divorce in the above matter this date, Wayne Massey whose whereabouts is unknown, must answer Sharron Cauley Massey's petition for divorce and conditions pursuant to terms and conditions specified in said Mortgage, Volume 74-A, pages 59-70.

MAXWELL & BROWN

Michael B. Brown  
Attorney for Associates  
Financial Services  
202 N. Foster St.  
Dothan, AL 36303

11-10-83

## NOTICE OF SALE UNDER POWER

Default having been made in the payment of the indebtedness secured by that certain Real Estate Mortgage executed by Sam G. Kelley and wife, Mary V. Kelley, husband and wife, to the United States of America, to the Farmers Home Administration, United States Department of Agriculture and Industry as the authorized disinterested party, by such date, to wit, the Secretary of the Rural Electrification Administration, extends the time for filing of documents required to be filed with the State of Alabama composed of Barbour, Butler, Coffee, Conecuh, Covington, and

Franklin, and the

State of Alabama

11-1-83

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## NOTICE OF MORTGAGE FORECLOSURE

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the purposes of the Rules  
11-17-83

ESTATE OF  
EDLOW KELLEY  
DECEASED

COFFEE COUNTY -  
ELBA DIVISION  
PROBATE COURT

Letters Testamentary on  
the estate of said deceased  
having been granted to the undersigned  
on November 13, 1983, the following  
descendedents, heirs, together  
with all improvements  
thereon, to-wit:

executed by Sam G. Kelley and wife, Mary V. Kelley, to the United States of America, by the Farmers Home Administration, United States Department of Agriculture and Industry as the authorized disinterested party, by such date, to wit, the Secretary of the Rural Electrification Administration, extends the time for filing of documents required to be filed with the State of Alabama composed of Barbour, Butler, Coffee, Conecuh, Covington, and

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11-1-83

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Default having been made in the payment of the indebtedness secured by that certain Real Estate Mortgage executed by Sam G. Kelley and wife, Mary V. Kelley, husband and wife, to the United States of America, to the Farmers Home Administration, United States Department of Agriculture and Industry as the authorized disinterested party, by such date, to wit, the Secretary of the Rural Electrification Administration, extends the time for filing of documents required to be filed with the State of Alabama composed of Barbour, Butler, Coffee, Conecuh, Covington, and

Franklin, and the

State of Alabama

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**BRAINSTORMS**  
With Ferrin Cox

The picture on this page of Oscar Vaughan was presented to this newspaper as fact. While Vaughan refused to discuss the matter because our attitude was negative, friends say he reported catching six of these big bass weighing a total of 32.3 pounds! There are a number of people around Elba who have been thinkin' you prob'ly prob'ly know nothing about fishing -- but for a while last Wednesday and early Thursday morning he was doing a bit of bragging. Those same friends who gave us the picture commended us on the normal high credibility of The Elba Clipper sports pages and agreed that the best place for this photo was the editorial page, because my opinions don't always carry the same absolute standards as other parts of the paper. Whatever the truth of the above we congratulate Oscar for a successful try and admit more than a little envy -- cause we ain't never done that well on one fishing trip.

The murder trial in Louisiana that ended last week without a guilty verdict against the former head of the California women's movement was probably judged right. The only evidence presented in court was the testimony of one of four former husbands who is serving time for another crime. We don't admire the woman for her lifestyle nor her politics, but agree with the verdict of the jury. The unsupported testimony of anyone, especially a convicted felon and former traitor, is not exactly strong evidence. The affair got a lot of press and probably forever discredited the woman in the political arena; and if there is no real evidence that she committed murder, this is an injustice.

The Alabama legislature has done it again . . . voted themselves a pay raise right AFTER taking office in spite of the section in the constitution that prohibits such action. They pulled the same stunt five years ago and there was so much complaining about the backlog of bills that they would probably face the voters in a few months and take another pay raise. We still think Governor Wallace was right. We still think Governor Wallace was right. The measure, but even that would not eliminate our disgust with the bunch we sent to Montgomery. We strongly disapprove and contend that the constitution allows them to raise the pay of the NEXT legislature and this should be abided by and not circumvented. We have not asked a single Alabama legislator how he or she voted on the unrecorded vote because any smart politician would state they had voted with their friends and supporters, even if it was a secret "no" and a loud "yes". We also wish some of these folks who are all the time filing lawsuits would grab this matter and run with it . . . they would have our blessings!

There was a bad wreck on I-10 near Bonifay last Thursday night or Friday morning, killing several and severely injuring more. It gave me a weird feeling to read about that wreck, as Heddy and I were on I-10 from Pensacola to Crestview earlier in the evening Thursday and again after midnight. We were not in a hurry, but we were not in a hurry and seemed to be obeying the law. The zero visibility when they hit the smoke-covered section of the highway did in several of the trucks and also some cars. I had the feeling that some of the truckers we saw that night didn't make it to breakfast the next morning. It was a funny feeling, maybe more so because we had been to Pensacola to check on Heddy's sister who had also been in an accident earlier that day.

Butch Ogg joined the elite group of hunters who has killed a deer. He got his Friday and it was his first. His hunting companions held the appropriate ceremony of streaking his face with blood, etc., and went right back hunting. Sorry we have no picture nor is Butch getting the rack mounted . . . he is waiting for a larger one for that purpose. One of the good things about this as far as Butch thinks is that his dad now must stop kidding him about wasting his time and never killing a deer.

We didn't watch the much publicized TV special about the

**The Elba Clipper**

USPS 101-080

417 West Buford Street - Elba, Alabama 36323  
JOHN FERRIN COX - Publisher  
RICKY MULARZ - Editor  
HEDDY COX - Business Manager

Second Class Postage Paid at Elba, Alabama 36323

**SUBSCRIPTION RATES**

Coffee County & Surrounding Counties - \$9.00 per year  
6 months - \$5.00 - Includes City & State Sales Tax  
Alabama counties - \$10.50 per yr. including Sales Tax  
6 months - \$6.00  
Outside Alabama - \$11.00 per yr. - Including Sales Tax  
6 months - \$6.00

**BULLETIN BOARD**

COFFEE COUNTY COONHUNTERS ASSN. Every 3rd Sat. at 3:00 - Club House.  
S.S. REP. - City Hall - 1st & 3rd Tuesday - Or call toll-free - WX-6200  
ROTARY CLUB - 1st & 3rd Thursdays - Noon - Holley's Res.  
EASTON STAR - 2nd and 4th Thursdays - 7 p.m.  
ELBA MINISTERIAL ASSN. - Thursdays, 8:30 a.m.  
Holley's Restaurant

ELBA JAYCEES - 1st & 3rd Thursdays, 7 p.m.  
ELBA JAYCEETTES - 2nd & 4th Thursdays, 7 p.m. Peoples Bank  
ELBA COONERS - 1st & 3rd Tuesdays, 6 p.m.  
LODGE CLUB - 2nd & 4th Tuesdays, 7 p.m. - Holley's Res.  
ELBA CITY SCHOOL BOARD - 1st Thursday, 5 p.m. - Superintendent's Office  
BPW - 2nd Monday - 7 p.m. - Holley's Res.  
AMERICAN LEGION - 1st Thursday, 7:30 p.m.  
Troy High School

BOY SCOUTS - Mondays 7 p.m. - City Pool  
RESCUE SQUAD - 2nd & 4th Tuesday 7 p.m. Library  
WATER & ELECTRIC - 2nd Tues. 5 p.m. - City Hall  
MASONIC LODGE #170 - 1st Sat. 3rd Mon. - 7 p.m.  
WOW LODGE #458 - 1st Tuesday 7:30 p.m. - Masonic Hall - Elba Brookwood

PEPSI CLUB - 2nd & 4th Tuesday - 7 p.m.  
Elba Exchange Bank  
AA Wed. 8 - 9 p.m. and Sun. 3 - 4 p.m.  
Elba City Hall - 897-2365 or 5192

BAND BOOSTERS - 1st Mon. - 7 p.m. Band Room

This Space Made Possible By  
**NATIONAL SECURITY  
INS. CO.**

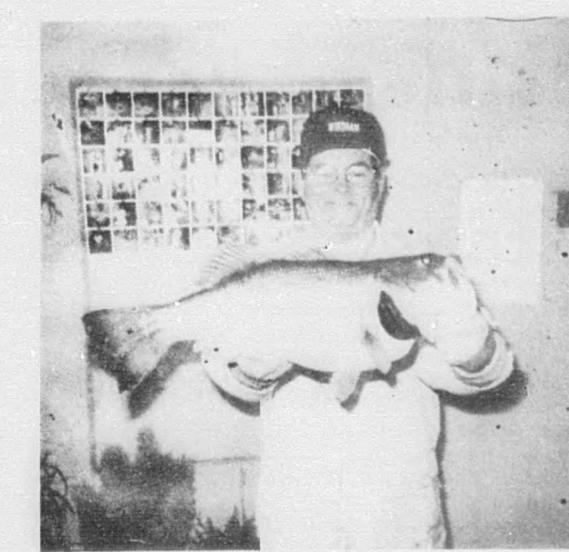
**MAKE SURE NEXT  
CHRISTMAS IS MERRY  
JOIN OUR  
CHRISTMAS CLUB  
TODAY!**

**EXB ELBA  
EXCHANGE  
BANK**  
MEMBER FDIC  
ELBA, ALABAMA 36323



Attending the annual Chamber of Commerce banquet at the Elba Elementary School Saturday, November 19, were L-R: Gene McBroom, president, Daleville Chamber of Commerce; Mike McCain, Alabama Development Office; David Stokes, incoming president Elba Chamber of Commerce; Mrs. Phyllis Johnson, Joe Malone, president, ESJC, guest speaker; Martin Morris, Elba Coffee County farm and promoter of farm-city relations; Mo Sessions, president, Enterprise Chamber of Commerce.

PAGE 2

**Elba Police Report**

two reports of stray animals (10:19 a.m. and 2:00 p.m.); a home on Thomas St. (11:38 a.m.).

Wednesday, November 16

Activity included a wreath at the Piggy Wiggly. (8:54 a.m.) a Rescue Squad transfer to Dothan (11:45 a.m.), a Rescue Squad transfer to Enterprise (2:56 p.m.), and a report of a possible missing person (5:58 p.m.).

Tuesday, November 15

Activity included a wreath at the Piggy Wiggly. (8:54 a.m.) a Rescue Squad transfer to Enterprise (1:30 p.m.), and

Thursday, November 17

Activity included a wreath at the Piggy Wiggly. (8:54 a.m.) a Rescue Squad transfer to Enterprise (2:56 p.m.), and a report of a possible missing person (5:58 p.m.).

Friday, November 18

Activity included a wreath at the Piggy Wiggly. (8:54 a.m.) a Rescue Squad transfer to Dothan (11:45 a.m.), a Rescue Squad transfer to Enterprise (2:56 p.m.), and a report of a possible missing person (5:58 p.m.).

Saturday, November 19

Activity included a wreath at the Piggy Wiggly. (8:54 a.m.) a Rescue Squad transfer to Dothan (11:45 a.m.), a Rescue Squad transfer to Enterprise (2:56 p.m.), and a report of a possible missing person (5:58 p.m.).

Sunday, November 20

Activity included a disturbance on Reynolds St. (2:55 p.m.) and a disturbance

Monday, November 21

Activity included a wreath at the Piggy Wiggly. (8:54 a.m.) a Rescue Squad transfer to Dothan (11:45 a.m.), a Rescue Squad transfer to Enterprise (2:56 p.m.), and a report of a possible missing person (5:58 p.m.).

Xmas Parade Set

For December 10

The annual Jaycees Christmas parade is to be held Saturday, December 10th at 2 p.m. in downtown Elba.

Again, we look forward to the upcoming year and the continued progress of our City.

Merrill Shirley, president Paula Stokes Mims

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## PASTOR'S CORNER

REV. FERRON SMITH  
Wise Mill Assembly of God

## Nov. 20-27 Is National Bible Week Across America

Can you imagine a game in which the object is to get love to be returned? You have to be gartered, to beg, borrowing or stealing from someone else's half-full pall? Since the other place is also where half buckets of the game doesn't tend to produce friendships.

Most people are playing a game, and they are playing for keeps. Words of love, stances, "we're" that are fighting for is love. Everyone needs love and tries to obtain it from other people, but people just don't have enough to give generously.

Some people give completely of themselves until they reach a certain point, and then call a sudden halt. Others give only when their

love is sure to be returned. The love has been had and they become losers rather than risk more heartbreak. Others have no love to give and become leeches trying to get love and attention wherever they can find it.

Obviously, what's needed is a never-ending supply of love, "we're" that are fighting for is love. Everyone needs love and tries to obtain it from other people, but people just don't have enough to give generously.

Some people give completely of themselves until they reach a certain point, and then call a sudden halt. Others give only when their

"We love, because He first loved us." [1 John 4:19].

## Coffee County Baptists'

## "M Night" To Focus

## On Discipline

**Discipline . . . Developing** Bell Believers will be the theme for the annual "M" Night program of the Coffee County Baptists Association when it meets November 28 at 7 p.m. at the First Baptist Church in Enterprise.

Dr. Jerry Windsor, pastor of First Baptist Church, Graceville, Florida, will be guest speaker. Dr. Windsor is a native of Webb, Alabama, and is a graduate of New Orleans Baptist Theological Seminary where he received his Th.D. He has pastored

churches in Alabama, Mississippi and Florida.

Programs for evening

and breakfast

## Socials

### Magnolia Garden Club Hear Cake Decorating Tips At November Meeting



**Mr. & Mrs. Grimes Honored  
With Reception**

A reception for the former Mary Jackson Hatcher and Albert Burson Grimes was held Sunday, November 13, in honor of their recent marriage.

The reception was held in the home of Mrs. and Mrs. A.C. Brunson Jr. Guests were welcomed by Mrs. Brunson and received by Mr. and Mrs. A.C. Brunson Jr. and Mr. and Mrs. Burson Grimes.

Guests enjoyed party dainties and punch in the dining room and the great-neice, Lynn Brunson. The refreshment table was lovely with its skirt of lace and appointments of silver and crystal.

The receiving areas were accented by baskets of colorful silk flowers and fall arrangements.

**INVITATIONS  
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*Let us order  
your Bridal*

*安排。*

*安排*







## Zion Chapel

5th &amp; 6th

4H Meets

The fifth and sixth grade 4-H met Wednesday, November 16, 1983, in the Zion Chapel elementary building. Derrick Cade presided, presided and Cade Shiver gave the devotion.

Mr. Jack Tatum was in charge of the program and gave a progress report on small engine repairing. We learned the parts of the engine, what to do if it will not crank, and studied safety rules concerning the operation of the engine.

Jason McLeod Reporter

## Hammond &amp;

## Crowe 4H Meets

The Hammond & Crowe 4th grade girls 4-H November meeting was held on November 8, 1983. The meeting was called order by Candi Stokes, president, Somerford 4-H Club, and Barb Maywood led us in "This Land Is Your Land" and "God Bless America". The pledges were led by vice-president, Christy Farris, Secretary, Alista Fleming called the roll.

We then received project material and Mrs. Hughes told us about the cookie contest to be held in December. Project reports were given by Delisa Mitchell, Crissy Walker, Rachel Booth, and Angie Dixon. The program about Christmas Decorations was given by Mrs. Hughes. We all made Christmas ornaments bearing our names.

Katie Rushing Reporter

## Goodman 5th &amp; 6th Grade 4H Meets

Mrs. Hughes presented a program on Christmas to the Goodman & 5th grade girls 4-H Club. The club met Thursday at 12:45 in Mrs. Nellie English's room.

Announcements concerning 4-H activities and events were made by president, Stephanie Rials and by 4-H Club agent Mrs. Hughes. Our president, Stephanie Rials, presided. Our vice-president, Angie Dixon, and the group in the pledge to the American Flag. Secretary Pam Carr called the roll and read the last minutes. Project reports were given by Michelle Salter, congealed, and Cynthia Sexton. Selena Hughes and Kathy McKinnon gave reports on the projects on "Christmas Decorations". The meeting was adjourned.

Selena Hughes Reporter

## LEGAL NOTICE

## CITY OF ELBA SEEKS APPLICANTS FOR HOUSING REHABILITATION IN MULBERRY HEIGHTS AREA

**OVERVIEW:** The City of Elba FY83 CDBG Program has the single purpose of upgrading the housing conditions within a severely depressed section of the City. The housing rehabilitation will be limited to the Mulberry Heights area, which contains approximately forty-five (45) low and moderate income housing units within a STATE approved area. The Community Development program for home repairs and improvement will primarily involve the following type repairs: plumbing, exterior renovation, interior renovation, foundation repairs, insulation and weatherstripping, and electrical repairs. All rehabilitation work will be performed by contractors and supervised by program administration personnel and a code enforcement officer.

The term "Rehabilitation" as used herein is defined as: "Necessary repairs and improvements required to enable a housing unit to meet HUD/Section 8 minimum housing standards in order to be a safe, sanitary, and suitable dwelling in which to reside."

Those units determined to be suitable for rehabilitation will be considered for the program and only then after a complete inspection by the program administrators and appropriate personnel and completion of a rehabilitation specifications bid detailed cost estimate.

**ELIGIBILITY REQUIREMENTS:** In order to be eligible for the rehabilitation program, the applicant must reside within the STATE approved redevelopment target area. In addition, the applicant must meet certain maximum income limits as the program is to benefit low and moderate income persons. Maximum income limits to be used are as follows:

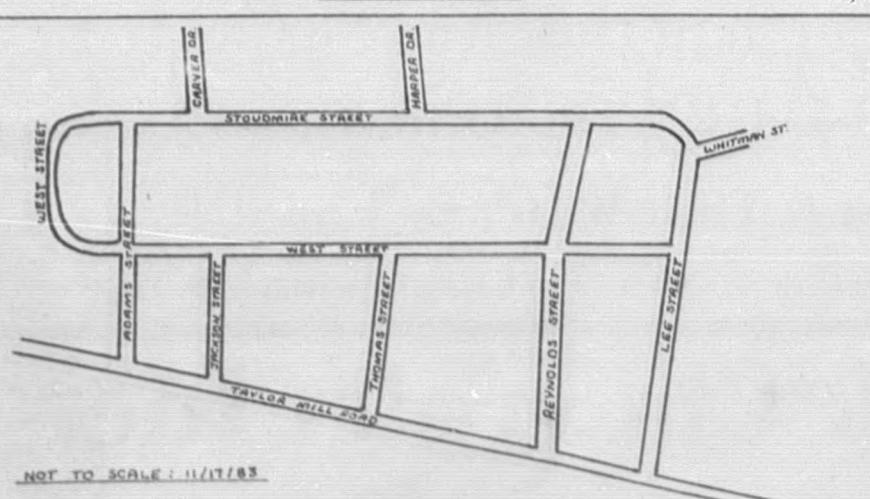
PERSONS IN HOUSEHOLD	MAXIMUM INCOME LIMIT/ YEAR
1	\$16,000.00
2	16,000.00
3	16,000.00
4	16,000.00
5	16,000.00
6	16,450.00
7	17,350.00
8 or more	18,300.00

**WHEN TO SIGN UP:** All interested persons residing within the identified target area are urged to go by the Elba City Hall between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday; November 28 through December 2, 1983. At this time, potential applicants are urged to leave their name, address and phone number with the City Clerk. Upon implementation of the program, each potential applicant will be contacted and a time set up to fit out the rehabilitation application package.

Additional information about housing rehabilitation grants and the Community Development Program may be obtained by coming by or calling the City Hall. The telephone number is 897-2333.

## APPROVED TARGET AREA

## APPROVED TARGET AREA



## Legal Notices

## PUBLIC HEARING

The City of Elba, Alabama, Board of Zoning Adjustments will hold a Public Hearing Monday, December 5, at 6 p.m. at City Hall.

## Richardson

## 4H Meets

Mrs. Richardson's 4-H club met November 8, 1983 in the Elba Middle School. Mr. Tatum our county agent presented a program on small engines.

We took off some of the major parts of the engine. Mr. Tatum asked someone to put the parts back in place after he got through taking a part.

Jim Goodson Reporter

## 11-24-2te

## CITY OF ELBA - FLOOD PLAIN NOTICE

Hall to consider an appeal relating to the construction of building to house the offices of Dr. Strong and Purvis.

A lot or part of land, containing 2 acres, more or less, and more particularly described as follows: property at the SW corner of that certain property now owned by Lee Culver, and heretofore sold to Lee Culver, by Walter Lee, said point of beginning being the corner of Bypass Street and N. Claxton Avenue, thence South along the East side of said Elba-Branley Highway, 200 ft.

We took off some of the major parts of the engine. Mr. Tatum asked someone to put the parts back in place after he got through taking a part.

Jim Goodson Reporter

## 11-24-2te

## PUBLIC NOTICE

The Coffee County Commission of the Goodman & 5th grade girls 4-H Club. The club met Thursday at 12:45 in Mrs. Nellie English's room.

Announcements concerning 4-H activities and events were made by president, Stephanie Rials and by 4-H Club agent Mrs. Hughes. Our president, Stephanie Rials, presided. Our vice-president, Angie Dixon, and the group in the pledge to the American Flag. Secretary Pam Carr called the roll and read the last minutes. Project reports were given by Michelle Salter, congealed, and Cynthia Sexton. Selena Hughes and Kathy McKinnon gave reports on the projects on "Christmas Decorations". The meeting was adjourned.

Selena Hughes Reporter

## LEGAL NOTICE

## CITY OF ELBA SEEKS APPLICANTS FOR HOUSING REHABILITATION IN MULBERRY HEIGHTS AREA

**OVERVIEW:** The City of Elba FY83 CDBG Program has the single purpose of upgrading the housing conditions within a severely depressed section of the City. The housing rehabilitation will be limited to the Mulberry Heights area, which contains approximately forty-five (45) low and moderate income housing units within a STATE approved area. The Community Development program for home repairs and improvement will primarily involve the following type repairs: plumbing, exterior renovation, interior renovation, foundation repairs, insulation and weatherstripping, and electrical repairs. All rehabilitation work will be performed by contractors and supervised by program administration personnel and a code enforcement officer.

The term "Rehabilitation" as used herein is defined as: "Necessary repairs and improvements required to enable a housing unit to meet HUD/Section 8 minimum housing standards in order to be a safe, sanitary, and suitable dwelling in which to reside."

Those units determined to be suitable for rehabilitation will be considered for the program and only then after a complete inspection by the program administrators and appropriate personnel and completion of a rehabilitation specifications bid detailed cost estimate.

**ELIGIBILITY REQUIREMENTS:** In order to be eligible for the rehabilitation program, the applicant must reside within the STATE approved redevelopment target area. In addition, the applicant must meet certain maximum income limits as the program is to benefit low and moderate income persons. Maximum income limits to be used are as follows:

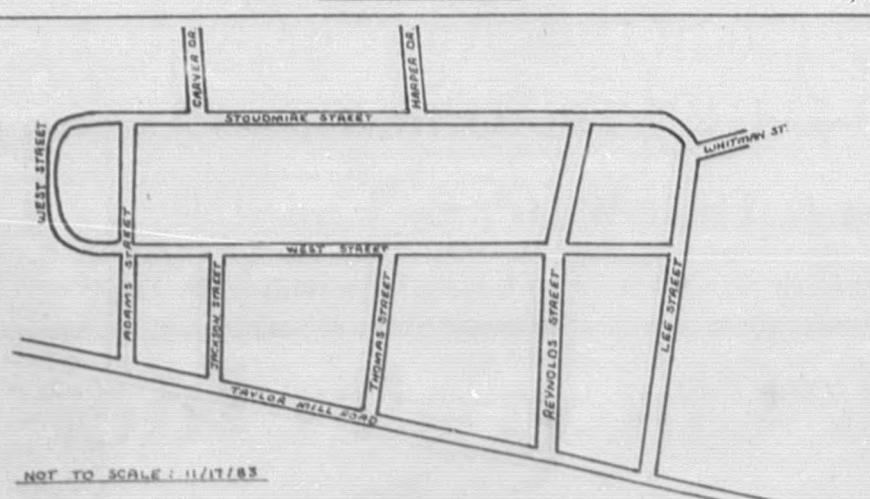
PERSONS IN HOUSEHOLD	MAXIMUM INCOME LIMIT/ YEAR
1	\$16,000.00
2	16,000.00
3	16,000.00
4	16,000.00
5	16,000.00
6	16,450.00
7	17,350.00
8 or more	18,300.00

**WHEN TO SIGN UP:** All interested persons residing within the identified target area are urged to go by the Elba City Hall between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday; November 28 through December 2, 1983. At this time, potential applicants are urged to leave their name, address and phone number with the City Clerk. Upon implementation of the program, each potential applicant will be contacted and a time set up to fit out the rehabilitation application package.

Additional information about housing rehabilitation grants and the Community Development Program may be obtained by coming by or calling the City Hall. The telephone number is 897-2333.

## APPROVED TARGET AREA

## APPROVED TARGET AREA



copying upon request at the Elba City Hall between the hours of 9:00 a.m. and 4:00 p.m.

No further environmental review of such project is proposed to be conducted prior to the request for release of Federal funds.

All interested agencies, groups and persons disagreeing with this decision are invited to submit written comments for consideration by the City to the City Clerk.

Comments should be received at the City Hall on or before December 9, 1983. All such comments so received will be considered and a copy of the same will be forwarded to the Small Cities

Commissioner for consideration.

Notice is hereby given that Sharon Cauley Massey has filed a complaint for divorce against her husband, Wayne Massey, whose whereabouts is unknown, must answer Sharon Cauley Massey's petition for divorce and other relief by the 20th day of January, 1984, or, thereafter, a judgement by default may be rendered against him.

Letters Testamentary on the estate of said deceased will be granted on the 7th day of November, 1984, by the Probate Court of Coffee County, Alabama.

Notice is hereby given that the Estate of Edlow Kelley, deceased, will be probated on the 7th day of November, 1984, by the Probate Court of Coffee County, Alabama.

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**SUPER FOODS  
& BIG BEAR  
Supermarkets**

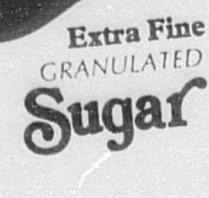
# EXTRA VALUES

Prices Good Friday, Nov. 25  
thru Tuesday, Nov. 29, 1983  
Quantity Rights Reserved

Hy-Top or White Gold

**Sugar**  
5-lb. bag

**99¢**



Limit 1 With \$10.00 or More Purchase

U.S.D.A. Choice Beef  
**Bottom Round  
Steak or Roast**

**\$1.59**  
per lb.



Kraft  
Mayonnaise  
32-oz. jar

**99¢**



Limit 1 With \$10.00 or More Purchase

**Hy-Top Bread**

**2 \$1**

Zeigler's Sliced  
**Slab Bacon**  
per lb.

**\$1.19**



10¢ Off Label  
**Purex Bleach**  
64-oz. btl.

**39¢**

**Golden Flake  
Potato Chips**  
7-oz. bag

**79¢**

Diet Coke, Tab, Sprite, Mello Yello or  
**Coca Cola**  
2-liter btl.

**\$1.19**

U.S. Gov't. Inspected  
**Whole Pork Butts**  
per lb.

**\$1.19**

"Mix & Match" 6 Great Varieties  
Super Tru Wafer Sliced  
**Lunch Meats**  
2 1/2-oz. pkgs.

**2 \$1**



Kraft American Cheese Food  
**Sliced Singles**  
12-oz. pkg.

**\$1.49**



**JENO'S  
Assorted Flavors  
Pizza**  
10-oz. size

**89¢**



**U.S. No. 1  
Russet Potatoes**  
10 lb. bag

**\$1.49**



**Coronet Prints  
Bath Tissue**  
4-roll pkg.

**89¢**

**Red Delicious  
Apples**  
5 lb. bag

**\$1.69**



Save Over 40% from Department  
and Jewelry Store Prices On Our  
Convenient Purchase Plan!

Only **99¢** plus  
per china stamp  
with a \$3.00 purchase

VALUABLE COUPONS



**Shop 24 Hours**

**Montgomery**  
■ 1728 Mt. Meigs Road  
■ Eastbrook Shopping Center  
■ 4217 Dixie View Avenue  
**Millbrook**  
■ Millbrook Shopping Center  
**Ozark**  
■ 420 North Union Street

**Georgians**  
■ Downtown Area  
**Andalusia**  
■ U.S. 29 By-Pass  
**Dothan**  
■ U.S. 28 By-Pass  
**Tuskegee**  
■ 270 West Lee Street

**Thomasville**  
■ 859 Highway 45 North  
**Troy**  
■ 859 Highway 45 North  
**Enterprise**  
■ 616 U.S. 84 By-Pass

**Montgomery**  
■ 1503 Bell Street  
■ 3202 Lee Street  
■ 3830 Harrison Rd  
**Prattville**  
■ 234 Chestnut Street  
**Enterprise**  
■ 505 North Main Street  
**Alex City**  
■ Dadeville Road

**Troy**  
■ 710 North Three Notch Street  
**Greenville**  
■ 175 Greenville By-Pass  
**Enterprise**  
■ 616 U.S. 84 By-Pass

**Hogansville**  
■ 404 East Main Street  
**Ft. Deposit**  
■ 616 Garmenter Street  
**Prattville**  
■ 624 Claxton Avenue  
**Enterprise**  
■ 504 North Broadax Street  
**Tallassee**  
■ 505 North Main Street  
**Brewton**  
■ Horton Plaza

**Wetumpka**  
■ 102 Main Street

**Elsba**  
■ 624 Claxton Avenue  
**Enterprise**  
■ 504 North Broadax Street  
**Tallassee**  
■ 505 North Main Street  
**Brewton**  
■ 616 U.S. 84 By-Pass

**Luverne**  
■ Jeff Davis & Lapsley  
**Horton Plaza**  
■ Highway 14

**Shop Regular Store Hours**

# The Elba Clipper

25¢

VOLUME 87

THURSDAY, DECEMBER 1, 1983

ELBA, ALABAMA

5 SECTIONS 34 PAGES [Including 4 Adv. Inserts]

NUMBER 24

## Rural Garbage Pickup To Resume In County By Dec. 5

The Coffee County Commission met in regular session on Monday, November 28, at the courthouse in Enterprise and voted unanimously to grant a five-year contract to the Riley Refuse Service, allowing it to pick up household garbage in the county.

The company which endorses the company as the county's "preferred" garbage collector, is actually misleading, because while the company must sign a five-year contract, it is not the only company to do so in 1984. A number of other collectors began operating when R & R Solid Waste discontinued its service; and while the new company is "preferred," the other collectors will be allowed to continue their service.

The new garbage service, to be operated by Mr. Enos Riley of Enterprise, will begin service on Monday, December 5, and provide one truck to 1,000 rural residents. The collection rates will be \$5.75 per month for normal customers, and \$4.00 per month for customers on Social Security.

At the meeting of the commission he would follow each truck with a pickup truck to accommodate homes off main routes, thus allowing the heavier trucks to stay off dirt roads.

Monday's bi-monthly meeting began at 9 a.m., with all members present except Marvin Bowden, who was hospitalized.

After the routine adopting of minutes, bids were taken for a patrol car for the Sheriff's Department with City Auto Sales being the low bidder by a mere \$17,89. The City Auto Sales bid on a Plymouth Fury was \$10,917.60, while Jack Clark offered a bid of \$10,935.49. The only other bidder was Ed Sherling Ford with a bid of \$10,283.47; however, the specifications didn't meet those asked for. The new patrol car had a delivery date of 90-120 days.

The usually routine naming of a depository for county funds was anything but, as the various commissioners differed on all areas of the commission.

Areas remaining the same included forestry, corn, dairy and grain sorghum. While the corn crop was better in 1983 than 1982, fewer acres were planted, thus negating a possible rise.

The county's grain production were in the hog and peanut areas. The \$2.5-million drop in income and decline because of low prices and higher feed costs, while the \$2 million decline in income derived from peanuts was due primarily to the drought, which cut the yields and grades.

The Enterprise Banking Company stated it would place \$1.5 million in escrow to cover the funds, pay 10.02% on certificate of deposits and charge 4.99% on loans up to \$50,000. (It would negotiate a rate on loans above that figure.)

The Elba Exchange Bank, the depository in 1983, offered 10.03% on all interest-bearing accounts, and stated it would charge 2.4% interest on all loans.

The Coffee County Bank reported it didn't receive enough information to make a concurrence, but did state it would put up \$10,000 on loans and deposit 3.5% on loans.

The commissioners asked questions and listened to comments made by the bankers present, then took a ten-minute break.

The commissioners asked questions and listened to comments made by the bankers present, then took a ten-minute break.

The Human Resource Development Commission, Charlie Mack Martin made a motion to restructure the county's income Home Energy Assistance Program (LIHEAP). To be eligible, a household must make application and furnish proof of household income of all household members.

The head of the household (or spouse) is the person who should make application, according to Peggi James, HRDC Executive Director. The household must make application and furnish proof of household income of all household members.

Persons who reside in a public housing project, Section 8 housing, or other types of housing, or a federal government employee pay all or a portion of the household's heating cost either directly to the household or as a second party payment, are not eligible for assistance under this program.

According to Mrs. James, payments on behalf of an eligible household will range from \$60 to \$200. Most payments will average about \$100 and will be made directly to the fuel company which supplies the fuel. No payments will be made to the household or the general government.

Combined gross income, for the month prior to the month of application cannot exceed \$506 for one person, \$681 for two persons, \$856 for three persons, and \$1,031 for four persons.

If you feel you qualify for the program, you may contact the nearest HRDC Center. Centers are located in Barbour, Geneva, Henry and Houston Counties.

The directors of The Peoples Bank met in a meeting Tuesday to discuss continuing all negotiations on selling or merging the local facility. Rumors had floated around town for several months of a pending merge of the twenty-year-old bank with a larger holding company.

Bank President Lamar Rainier confirmed late Tuesday that the Board of Directors had voted unanimously not to

work out details of a contract making his company the county's "preferred" collector.

Enos Riley, owner of Riley Refuse Service, speaks to the commission Monday to work out details of a contract making his company the county's "preferred" collector.

Lee Helms, representing the Emergency Management Agency, addressed the commission on the possibility of the county organizing a county-wide "civil defense" program.

In other action at Monday's meeting, the commission:

■ was told to pave the road on Sparks Street, which had been planned and all concrete pavers were completed;

■ was told work was moving ahead on street at Turner's Crossroads;

■ heard a request to provide coveralls for employees on the leveling crew;

■ discussed the high utility bills at the Farm Center area and decided to keep a record of the meter readings each day;

■ heard the Enterprise Kiwanis Club would install an 800 number (toll-free) for residents to place in complaints and suggestions;

■ stated it would continue to let Escambia County (Florida) use the pendulum tower; and

■ adjourned until Monday, December 12, at 9 a.m.

## Peoples Bank Directors

### Cease Talks Of Merger

The directors of The Peoples Bank met in a meeting Tuesday to discuss continuing all negotiations on selling or merging the local facility. Rumors had floated around town for several months of a pending merge of the twenty-year-old bank with a larger holding company.

According to questions, Rainier explained that he didn't know what might develop in the future, but for now it was the consensus of board members that they "go on with the business of operating the bank for the benefit of our depositors."